

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
AUBURN, FEDERAL WAY, KENT, RENTON, TUKWILA, AND
THE PORT OF SEATTLE, FOR THE**

VALLEY NARCOTICS ENFORCEMENT TEAM

I. PARTIES

The parties to this agreement are the cities of Auburn, Kent, Renton, Tukwila, Port of Seattle, and Federal Way.

The Valley Narcotics Enforcement Team is assigned to the Drug Enforcement Administration (DEA) Task Force.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93, 39.34, and 53.08 of the Revised Code of Washington.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional team to effectively investigate and enforce the laws relating to controlled substances.

IV. FORMATION

There is hereby established a multi-jurisdictional team to be hereafter known as the Valley Narcotics Enforcement Team ("VNET"), the members of which shall be the cities of Auburn, Kent, Renton, Tukwila, Port of Seattle and Federal Way. VNET has been in existence for some time and this Agreement establishes an Inter-local Agreement between the listed jurisdictions. The future admission or elimination of a jurisdiction as a member of VNET may be accomplished by an addendum to this agreement.

V. STATEMENT OF PROBLEM

The municipalities within the Puget Sound area have experienced an increase in urbanization, and in population densities. The ability to address drug abuse and the crimes associated to controlled substances has stretched the resources of individual police department specialty units.

Law enforcement efforts directed at dealing with narcotic issues have, for the most part, been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to handle specific and complicated narcotic investigations will result in more effective pooling of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined narcotic enforcement team. The results will be improved services for all of the participating entities, increased safety for officers and the community, and improved cost effectiveness.

VI. TEAM OBJECTIVES

The assigned personnel from each participating agency will form a combined investigation team ("Team") through VNET. Each Police Officer is assigned to the Team via this agreement, and to DEA through individual agreements with DEA. VNET shall also be available to outside law enforcement agencies as outlined under mutual aid and as approved by DEA.

The objective of the VNET shall be to provide enhanced and more efficient use of personnel, equipment, budgeted funds, and training. The combined Team or individual detectives shall respond as able and as approved by the DEA Supervisor when requested by any of the participating agencies.

VII. DURATION/TERMINATION

The minimum term of this Agreement shall be one (1) year, effective upon its adoption. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement.

A jurisdiction may withdraw its participation in VNET by providing written notice of its withdrawal, and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The VNET may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the police chief of each participating jurisdiction is present at the meeting in which such vote is taken.

In the event that VNET withdraws its participation in the DEA Task Force, this agreement will remain in effect as VNET operates independently as it has done in the past.

VIII. GOVERNANCE

The affairs of the VNET shall be governed by an Executive Board whose members are composed of the police chief, or his/her designee, from each participating jurisdiction. A presiding officer shall be elected by the Board to serve as Chair. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A majority of Board members, or their designees, must be present at each meeting for any actions taken to be valid.

The Board shall meet monthly, unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The Chair shall provide no less than forty-eight (48) hours notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the Chair may conduct a telephonic meeting or a poll of individual Board members to resolve any issues related to such emergency.

IX. STAFF

The following Staff shall serve at the pleasure of the Board. Staff may be removed for any reason by majority vote of the Board.

Team Supervisor: A Team Supervisor with the rank of Sergeant or equivalent from his/her respective agency shall be appointed by the Board. The VNET Supervisor shall act as the first level supervisor for the team and shall report directly to the VNET Chair.

Office Manager: The VNET Office Manager shall be provided by the City of Kent on a reimbursable basis and shall work under the direction of the Board. The Office Manager reports directly to the Team Supervisor and is responsible for unit accounting, reports, office support, and other duties as appropriate.

Attorney: An attorney shall be a member of the Team. The King County Prosecutor's Office shall select and interview candidates and make a recommendation to the Executive Board. The Executive Board will make the selection after considering the recommendation. The attorney will be responsible for reviewing and filing cases, wire orders, search warrants, the prosecution of forfeiture cases, and other services as needed.

VNET Detectives: Each agency shall contribute one (1) full-time commissioned officer to the Team.

Employees of Contributing Jurisdictions: The personnel assigned to the Team shall be considered an employee of the contributing agency. That agency shall be solely and exclusively responsible for the compensation and benefits for that employee. All rights, duties, and obligations of the employer and the employee shall remain with that individual agency. Each agency shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

In cases where the DEA procedures do not apply, each individual will follow the General Orders as specified by the home agency.

X. EQUIPMENT, TRAINING, AND BUDGET

Each participating jurisdiction shall acquire the equipment of its participating VNET Detectives. Each jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating VNET Detectives. Each jurisdiction shall provide sufficient funds to provide for training of its participating VNET Detectives.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the VNET shall be equal to those provided by the other participating jurisdictions.

The Board shall be responsible for purchasing VNET equipment. Property purchased using VNET funds or forfeited property shall remain the property of the VNET unless the Board transfers it to a participating jurisdiction. The Board will insure a record of the transaction is maintained. The Board must approve any joint capital expenditure for VNET equipment of \$1,500.00 or more. Approval for capital expenditures of less than \$1,500.00 may be authorized by the VNET Chair.

XI. FINANCIAL REQUIREMENTS

VNET utilizes a Fiscal Agent for all account transactions and accounting. One of the participating jurisdictions will fulfill the responsibility of Fiscal Agent.

The VNET operating budget relies primarily on three (3) funding sources: State and Federal Grants, the participating agencies, and the VNET assets forfeited at the state and federal levels.

Federal Grant funds are administered by the state and follow the state budget cycle of July 1 through June 30 of the following year. VNET shall request monthly reimbursements of expenses until the awarded amount is exhausted. Once the Federal Grant has been exhausted, forfeited assets will be used to pay expenses for the remainder of the budget cycle.

VNET shall prepare a budget each year that estimates the grant funds available, and each participating agency shall provide VNET with the annual cost to assign an officer or other approved personnel to the unit. An agency's annual contribution is then divided by twelve (12) and credited towards the monthly salary and benefits of the agency's participating personnel. All other expenses are paid for by VNET utilizing either Grant funds or forfeited assets. The Board shall agree upon a date each year by which time it will notify the participating agencies of each agencies' expected contribution.

The DEA contribution to VNET includes providing office space, storage space, parking, and phone service at no cost.

XII. DISTRIBUTION OF SEIZURE FUNDS

The VNET Board provides oversight of seized and forfeited assets via the Fiscal Agent. Forfeited assets may be distributed to participating agencies when deemed appropriate by the Board. The Board will endeavor to maintain adequate financial resources to fund ongoing operations of the VNET.

XIII. DISTRIBUTION OF ASSETS UPON TERMINATION

Upon termination of the VNET, each participating jurisdiction shall retain sole ownership of the equipment purchased and provided to its participating VNET members.

Any assets acquired with joint funds of the VNET shall be equally divided among the participating jurisdictions at the asset's fair market value upon termination. The value of the assets of the VNET shall be determined by using commonly accepted methods of valuation. If two (2) or more participating

jurisdictions desire an asset, the final decision shall be made by arbitration (described below). Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of any VNET property, after payment of any and all costs of sale or debts of the agency, shall be equally distributed to those jurisdictions participating in the VNET at the time of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the VNET, but the VNET continues to exist, the jurisdiction terminating participation shall be deemed to have waived any right or title to any property owned by the VNET or to share in the proceeds at the time of dissolution.

Arbitration pursuant to this section shall occur as follows:

- a. The jurisdictions interested in an asset shall select one (1) person (Arbitrator) to determine which agency will receive the property. If the jurisdictions cannot agree to an Arbitrator, the chiefs of the jurisdictions participating in the VNET upon dissolution shall meet to determine who the Arbitrator will be. The Arbitrator may be any person not employed by the jurisdictions that desire the property.
- b. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.
- c. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction is to receive the property. The decision of the Arbitrator shall be final and shall not be the subject of appeal or review.

XIV. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

It is the intent of the participating jurisdictions to provide services of the VNET without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with VNET actions that are brought against the jurisdictions. To this end, the participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement. In the event that an action is brought against any of the participating jurisdictions, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims of damages, fines, fees, or costs, regardless of which jurisdiction or employee the action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through G below.

- A. Jurisdiction Not Involved In VNET Response. In the event that a jurisdiction or its personnel were not involved in the VNET response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award.

B. Intentionally Wrongful Conduct Beyond the Scope of Employment. Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any VNET personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the person or jurisdiction that employs the person against whom such award is rendered.

C. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, the jurisdiction shall be solely responsible for all attorneys fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to, providing all documentation requested, and making VNET members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

D. Removal From Lawsuit. In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

E. Settlement Process. It is the intent of this Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless all jurisdictions agree with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.

F. Defense Waiver. This section shall not be interpreted to waive any defense arising out of RCW Title 51.

- G. Insurance. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

XV. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of their conduct in support of VNET operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction would be liable for a claim, settlement, or judgment that arises from a VNET action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section XVI of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

XVI. PROCESSING OF CLAIMS.

A. Designation of Lead Jurisdiction.

There shall be a lead jurisdiction for processing a claim that is filed with and against cities for alleged damages and injuries that occur as a result of VNET activities. The lead jurisdiction shall be the jurisdiction within which the VNET response occurred; PROVIDED, that in the event the jurisdiction within which the VNET response occurred did not participate in the VNET response, the lead jurisdiction shall be the jurisdiction within which the incident that required the VNET response originated. In the event that a jurisdiction that was not involved in the VNET response receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with Section XVII of this Agreement, and shall use its best efforts to determine who is the appropriate lead jurisdiction.

B. Assistance of VNET Supervisor.

The VNET Supervisor shall assist the lead jurisdiction in responding to a claim. The VNET Supervisor shall be responsible for gathering all records relating to the VNET response. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the VNET response. The VNET Supervisor shall also provide a list of personnel who participated in the response and their contact information. The VNET Supervisor shall deliver all copies of the records to the lead jurisdiction promptly upon request.

C. Claims of \$5,000 or Less.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall be responsible for working with the Supervisor to gather records relating to the VNET response. The lead jurisdiction shall provide records to its insurance provider and shall assist its insurance provider in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

ii. Liability Determination – Apportionment of Damages.

The lead jurisdiction, with the assistance of its insurance provider and risk manager, shall determine whether the VNET is liable for damages set forth in a claim, and whether the payment of the claim would be in the best interest of the jurisdictions and/or the VNET. In the event the lead jurisdiction determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the VNET response. The insurance provider for the lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the insurance provider for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the insurance provider providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the VNET and each and every officer, agent, or volunteer of those participating jurisdictions.

In the event the lead jurisdiction determines that the VNET is not liable for damages set forth in a claim or that the payment of the claim would not be in the best interest of the jurisdictions and/or the VNET, the lead jurisdiction shall notify the other jurisdictions of the determination, and such determination shall be binding on the other jurisdictions; PROVIDED, that another jurisdiction that determines that payment is appropriate may pay such claim in full, and shall not seek reimbursement from the other participating jurisdictions.

iii. Letter From Insurance Adjusters.

In the event a lead jurisdiction, in conjunction with its insurance provider, determines that payment of a claim is appropriate, the insurance provider shall provide each of the participating jurisdictions with a letter stating the determination and the bases for such determination.

D. Claims over \$5,000.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall schedule a meeting with all jurisdictions participating in the VNET to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVII. PROCESSING OF LAWSUITS.

A. Notification to Other Jurisdictions.

In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section XVII of this Agreement.

B. Coordination of Initial Meeting.

The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in the VNET to discuss the lawsuit and to determine the appropriate manner within which to respond and/or defend the lawsuit. The Board and persons listed in Section XX of this Agreement shall be notified of the meeting.

XVIII. NOTIFICATION OF CLAIMS AND LAWSUITS.

Section XVII of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapter 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the State or Federal Rules of Civil Procedure or the Revised Code of Washington.

For the purposes of implementing Section XVII of this Agreement, the following persons from each jurisdiction shall receive any required notification or documentation:

<u>Auburn:</u> Auburn City Attorney 25 West Main Street Auburn, WA 98001 (253) 931-3030	<u>Kent:</u> Kent City Attorney 220 4 th Avenue South Kent, WA 98032 (253) 856-5781
Auburn Police Chief 101 N. Division Auburn, WA 98001 (253) 931-3080	Kent Risk Manager 220 4 th Avenue South Kent, WA 98032 (253) 856-5285
Auburn Human Resources Director/Risk Manager 25 West Main Street Auburn, WA 98001 (253) 931-3040	Kent City Clerk 220 4 th Avenue South Kent, WA 98032 (253) 856-5728
Auburn City Clerk 25 West Main Street Auburn, WA 98001 (253) 931-3039	Kent Police Chief 220 4 th Avenue South Kent, WA 98032 (253) 856-5888
	<u>Federal Way:</u> Federal Way City Clerk P.O. Box 9718 Federal Way, WA 98063
	Federal Way City Attorney P.O. Box 9718 Federal Way, WA 98063
	<u>Renton:</u> Renton Risk Manager 1055 So. Grady Way Renton, WA 98057
<u>Port of Seattle:</u> Port of Seattle Claims Manager P.O. Box 1209 Seattle, WA 98111	<u>CIAW</u> Director of Claims Canfield & Associates, Inc. 451 Diamond Drive Ephrata, WA 98823
<u>Tukwila:</u> City Clerk City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98043	<u>WCIA:</u> Claims Manager WCIA P.O. Box 1165 Renton, WA 98057

XIX. COMPLIANCE WITH THE LAW

The VNET and all its members shall comply with all federal, state, and local laws that apply to the VNET.

XX. ALTERATIONS

This agreement may be modified, amended, or altered by agreement of all participating agencies and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner provided for by this agreement.

It is recognized that during the course of operations, it may become necessary to alter the terms of this Agreement to provide for efficient operation of the VNET and to meet the goals of the VNET. It is further recognized that the Board has the expertise necessary to provide for the efficient operation of the VNET. To that end, the jurisdictions agree that changes may be made to this Agreement, or addendums added to this Agreement, without prior approval of the legislative bodies of the jurisdictions on the condition that such changes or addendums shall be effective only by a unanimous vote of all members of the Board.

XXI. RECORDS

Each agency shall maintain records relating to work performed by its employees assigned to the VNET when operating outside DEA operations. The VNET office manager shall maintain records relating to the operation of the VNET to the extent required by law. All records shall be available for full inspection and copying by each participating jurisdiction.

XXII. FILING

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

XXIII. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXIV. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

June 17, 2009

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

Mayor, City of Auburn Date

City Attorney, City of Auburn Date

City Clerk, City of Auburn Date

City Manager, City of Federal Way Date

City Attorney, City of Federal Way Date

City Clerk, City of Federal Way Date

Debra L. Lums 5/26/10

Mayor, City of Renton Date

Lawrence J. Warner 5/26/10

City Attorney, City of Renton Date

Bonnie S. Walton 5/26/2010

City Clerk, City of Renton Date

Mayor, City of Tukwila Date

City Attorney, City of Tukwila Date

City Clerk, City of Tukwila Date

Mayor, City of Kent Date

City Attorney, City of Kent Date

City Clerk, City of Kent Date

Elizabeth 6/26/10

Chief Executive, Port of Seattle Date

Al 6/25/2010

Port Counsel, Port of Seattle Date